



SHERYL L. SPILLER
Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES
12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91748
Tel (562) 908-8400 • Fax (562) 695-4801

Board of Supervisors

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 12, 2013

24 March 12, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT TO WETIP, INCORPORATED
TO PROVIDE ANONYMOUS WELFARE FRAUD REFERRALS AND
REWARD SERVICES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to award a three-year contract to WeTip, Incorporated to provide Anonymous Welfare Fraud Referrals and Reward Services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of DPSS or her designee to execute the attached contract (Attachment II) with WeTip, Incorporated (WeTip), for three years effective April 1, 2013 through March 31, 2016, to provide a welfare fraud reporting, referrals, and informant rewards program. The maximum contract amount is \$282,168, under federal, State, and County funding.
2. Delegate authority to the Director of DPSS or her designee to prepare any amendments to the contract up to ten percent above or below each term's annual base maximum obligation, effective upon amendment execution, and also subject to review and approval as to form by County Counsel, and notification to the Board and the Chief Executive Office (CEO) by the Director or her designee in writing ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Recommendation 1 will allow DPSS to continue to provide a 24/7 toll-free telephone line for the

public to report welfare fraud and reward the informants as approved by DPSS. The Anonymous Fraud Referrals and Reward Services Contract provides trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud allegations in order to report this information to DPSS and provides trained staff to anonymously distribute rewards to the informants as approved by DPSS.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1 of the County's Strategic Plan, Operational Effectiveness: Maximize the effectiveness of the County's processes, structure and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

The current three-year maximum contract amount is \$282,168 or \$94,056 annually resulting in a fixed rate of \$7,838 per month. There is no additional net County cost (NCC) once the County has met the CalWORKs and CalFresh Maintenance of Effort requirement, which will be met by the County. The share of cost associated with programs such as General Relief, results in an estimated NCC of \$8,500. Funding for Fiscal Year 2012-13 is included in the Final Adopted Budget. Funding for future years will be included in DPSS's annual budget requests.

In addition to the contract amount, there is a County Informant Reward fund of \$20,000 annually for the DPSS Reward Program, which is 100 percent County funded and will be absorbed in this year's Departmental budget. Funding for future years will be included in subsequent departmental budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The CEO and County Counsel have reviewed this Board letter and County Counsel has approved the attached contract as to form. WeTip is a non-profit organization designed to take information from the public while maintaining their anonymity, regarding suspected cases of welfare fraud occurring in Los Angeles County.

As required under Board Policy 5.100, the Board was notified on February 4, 2013 of DPSS's intent to enter into negotiations for a Board-approved sole source contract.

The Contractor is in compliance with all Board, CEO, and County Counsel requirements. The Contractor is in compliance with the Jury Service program. The contract is a non-Prop A contract and exempt from the Living Wage Ordinance.

CONTRACTING PROCESS

In December 1987, the Board approved Supervisor Antonovich's motion for a pilot project with WeTip to provide a 24-hours per day, seven days a week, toll-free telephone line for the public to anonymously report suspected welfare fraud to DPSS and to distribute rewards to informants as approved by DPSS. In March 1988, the Board approved a two-year contract with WeTip to implement this program.

Since March 1988, WeTip has been awarded the contract through the Request for Proposals (RFP)

solicitation process. The current contract with WeTip is scheduled to expire March 31, 2013. WeTip has been the only proposer to respond and receive County funds to provide these services for the last three solicitations (2003, 2006, and 2009).

On January 23, 2012, DPSS received State approval to conduct a pre-bid survey through a Request for Statement of Interest (RFSI) and if only one qualified agency responded, to procure the contract by negotiation. The RFSI was released on November 20, 2012, and posted on the Internal Services Division and DPSS Contracting Websites. DPSS received only one Statement of Interest from WeTip in response to the RFSI and initiated negotiations with WeTip for a sole source contract. Attachment I is the signed Sole Source Checklist.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not infringe on the role of the County in relationship to its residents or add any risk exposure to the County or impact current service delivery.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one adopted, stamped Board letter to the Director of DPSS.

Respectfully submitted,



SHERYL L. SPILLER

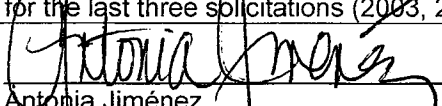
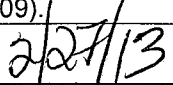
Director

SLS:jv:ksj

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Office

**SOLE SOURCE CHECKLIST
ANONYMOUS WELFARE FRAUD REFERRAL AND REWARD SERVICES**

Check (✓)	<p style="text-align: center;">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	Only one bona fide source for the service exists; performance and price competition are not available.
	Quick action is required (emergency situation)
	Proposals have been solicited but no satisfactory proposals were received.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	It is most cost-effective to obtain services by exercising an option under an existing contract.
	It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>Other reason. Please explain:</p> <p>The Anonymous Fraud Referrals and Reward Services Contract provides trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud allegations in order to report this information to Department of Public Social Services (DPSS) and provides trained staff to anonymously distribute rewards to the informants as approved by DPSS. The current contract with WeTip is scheduled to expire March 31, 2013.</p> <p>California Department of Social Services (CDSS) regulations MPP 23-650.1.15.151 requires contracts to be negotiated when services can be obtained from a single source, after it has been determined through a formal public advertisement and pre-bid survey, that only one such source exists and is willing and available to fulfill a contract.</p> <p>On November 28, 2011, DPSS requested CDSS' approval to conduct a Request for Statement of Interest (RFSI), and if only one qualified entity were to respond, DPSS would enter into a contract through negotiation.</p> <p>On January 23, 2012, the DPSS received CDSS' approval to conduct a pre-bid survey through an RFSI, and if only one qualified agency responded, to procure the contract by negotiation. The RFSI was released on November 20, 2012, and posted on the Internal Services Division and DPSS Contracting Websites. DPSS received only one Statement of Interest in response to these postings, from WeTip.</p> <p>WeTip, is a non-profit organization designed to take information from the public while maintaining their anonymity, regarding suspected cases of welfare fraud occurring in Los Angeles County.</p> <p>Since March 1988, WeTip has been awarded the contract through the Request for Proposals solicitation process. WeTip has been the only proposer to respond and receive County funds to provide these services for the last three solicitations (2003, 2006, and 2009).</p>
	<div style="display: flex; justify-content: space-between;"> <div data-bbox="212 1837 651 1894"> <p> Antonia Jimenez Deputy Chief Executive Officer, CEO</p> </div> <div data-bbox="763 1753 1015 1879"> <p> Date</p> </div> </div>



CONTRACT

BY AND BETWEEN

CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

WeTiP, INC.

FOR

**ANONYMOUS WELFARE FRAUD REFERRALS
AND REWARD SERVICES**

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CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WETIP, INC.
FOR
ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES

This Contract and Exhibits are made and entered into this ____ day of _____, 2013 by and between the County of Los Angeles, hereinafter referred to as County and WeTip, Inc. hereinafter referred to as Contractor.

RECITALS

WHEREAS, Contractor, a non-profit enterprise, is qualified to provide toll-free hot lines for the public to anonymously report suspected crimes, and is located at P.O. Box 1296, Rancho Cucamonga, CA 91729-1296; and

WHEREAS, Contractor is able to staff toll-free telephone lines, 24 hours daily, seven-days a week, with trained multilingual staff experienced in questioning informants to elicit sufficient details for governmental agencies to investigate the reported instances of suspected crimes; and

WHEREAS, Contractor has in place an existing network of trained volunteers in Los Angeles County available to promote and publicize the welfare fraud hot line; and

WHEREAS, Contractor is able to provide rewards to welfare fraud informants without compromising welfare fraud informants' anonymity; and

WHEREAS, Contractor has been involved in and has developed expertise in delivering these services; and

WHEREAS, these services cannot be performed adequately by County employees and it is impossible to recruit and train such personnel to perform such services for the period of time such services are needed by County; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1** Exhibit A Statement of Work
- 1.2** Exhibit B Technical Exhibits to the Statement of Work
- 1.3** Exhibit C Bid and Budget Sheet
- 1.4** Exhibit D IRS Notice 1015
- 1.5** Exhibit E Contractor's EEO Certification
- 1.6** Exhibit F County's Administration
- 1.7** Exhibit G Contractor's Administration
- 1.8** Exhibit H Jury Service Ordinance
- 1.9** Exhibit I Safely Surrendered Baby Law
- 1.10** Exhibit J Charitable Contributions Certification
- 1.11** Exhibit K Contractor Acknowledgement and Confidentiality Agreement
- 1.12** Exhibit L Contractor Employee Acknowledgement and Confidentiality Agreement
- 1.13** Exhibit M Defaulted Property Tax Reduction Program
- 1.14** Exhibit N Certification of Compliance with the County's Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.5 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Anonymous Individual** – All individual(s) who make fraud referrals to the Contractor shall remain anonymous, and shall not be required to provide their names or any other identifying information.
- 2.2 **Board of Supervisors** - The Board of Supervisors of the County of Los Angeles.
- 2.3 **Confidential Information/referral(s)** – Any fraud referrals or information provided by anonymous individuals to the Contractor shall remain confidential, and shall be treated as private and restricted communication.
- 2.4 **Contract** - Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Appendix A.
- 2.5 **Contractor** - The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work, Appendix A.
- 2.6 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.7 **County Contract Program Monitor (CCPM)-** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.8 **County Contract Administrator (CCA)-** Person designated by County's Contract Section Head to manage the operations under this Contract.
- 2.9 **County Contract Director (CCD) Section Head)** - Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Supervising Contract Administrator.
- 2.10 **County Supervising Contract Administrator** - Person designated by County's Contract Section Head to manage the operations under this Contract.

- 2.11 Day(s)** - Calendar day(s) unless otherwise specified.
- 2.12 Department of Public Social Services (DPSS)** - The County department responsible for providing social and financial services to eligible persons in Los Angeles County.
- 2.13 Director** - The Director of the Department of Public Social Services, County of Los Angeles, or authorized representative(s).
- 2.14 Fiscal Year** - The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 Welfare Fraud Prevention & Investigations Section (WFP&I)** - The Department's section responsible for receiving all the anonymous telephone referrals with allegations of welfare fraud. WFP&I investigative staff handles the investigation of these referrals.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be three years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3** The Contractor shall notify County Department of Public Social Services when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Exhibit F – County Administration.

5.0 CONTRACT SUM

- 5.1** The maximum contract sum for the three-year term of this Contract is **\$282,167.63**. (PENDING NEGOTIATION AS OF 01/02/13)
- 5.2** The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to DPSS at the address herein provided in Exhibit F – County's Administration.
- 5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - *Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C – *Bid and Budget Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit C – *Bid and Budget Sheet*.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A- *Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the County's Contract Administrator (CCA), as stated in Exhibit F – County's Administration.

5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 Local Small Business Enterprises - Prompt Payment Program

Certified Local Small Business Enterprises (SBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following sub-paragraphs are designated in Exhibit F - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The responsibilities of the CCA include:

- meeting with Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.2 County's Contract Program Monitor

The County's Contract Program Monitor (CCPM) is responsible for overseeing the day-to-day administration of this Contract. The (CCPM) reports to the CCA.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit G - *Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator and Contract Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing service under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the

expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information. By State Law, including without limitation Welfare and Institutions Code Sections 10850 and 17006, all of the case records and information pertaining to individuals receiving aid is confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by

County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor's Acknowledgement and Confidentiality Agreement", Exhibit K.
- 7.5.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit L.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments (Intentionally Omitted)

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the County. Any unapproved assignment or delegation shall be null and void. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an

assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly.

The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 Change Notices and Amendments

- 8.5.1 The County reserves the right to initiate Change Notices that **do not affect** the scope, term, Contract Sum, payments, compliance with applicable law, compliance with civil rights law, or compliance with the jury service program. All such changes shall be

accomplished with an executed Change Notice signed by the Contractor and by County Project Director.

8.5.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Director.

8.5.3 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.

8.6 Change of Address

Either party can designate a new address by giving written notice to the other party.

8.7 Child/Elder Abuse/Fraud Reporting

Contractor staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Notify the Department of Children and Family Services' (DCFS) Child Abuse Hot Line Section on all suspected welfare fraud calls that also contain allegations of suspected child abuse or neglect.

Due to the serious nature of these referrals, Contractor must telefax them immediately to DCFS by using Fax Numbers 1-213-639-1964. In the event of a telefax machine malfunction, Contractor must telephone DCFS immediately by using the 1-800-540-4000 hot line number. Then Contractor shall send, within 24 hours, a copy of the abuse/neglect referrals to DCFS' Child Abuse Hot Line Section at:

Department of Children and Family Services
Child Abuse Hotline Section
3075 Wilshire Blvd. 5th Floor
Los Angeles, CA. 90010

in accordance with the PC Code Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC)*, *Section 15600 et seq.* and shall report all known or

suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Due to the serious nature of these referrals, Contractor must telefax them immediately to DCSS by using Fax Number 1-213-738-6485. In the event of a telefax machine malfunction, Contractor must telephone DCSS immediately by using the 1-800-992-1660 hot line number. Then contractor shall send, within 24 hours, a copy of the abuse/neglect referrals to DCSS' Elder Abuse Hot Line Section at:

Department of Community and Senior Services
Elder Abuse Hotline Section
3175 W. 6th Street
Los Angeles, CA 90020

in accordance with the WIC Sections 15630, 15633 and 15633.5.

Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.8 Collective Bargaining Agreement

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

8.9 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.9.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.9.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.9.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.
- 8.9.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

- 8.9.5 The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.
- 8.9.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.9.7 Copies of all written responses shall be sent to the County's Contract Administrator within three (3) business days of mailing to the complainant.

8.10 Completion of Contract

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract.

If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50% to 100% of the last two months' payments as liquidated damages.

8.11 COMPLIANCE WITH APPLICABLE LAW

8.11.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. These shall include but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Service (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)

8. Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on the attached Exhibits.
11. Federal regulations governing TANF (Temporary Assistance for Needy Families)

8.11.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.12 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this

Contract. The Contractor shall comply with Exhibit E - Contractor's EEO Certification.

8.13 Compliance with the County's Jury Service Program

8.13.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.13.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-

paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.14 Compliance With Wage and Hour laws/Fair Labor Standards Act (intentionally omitted)

8.15 Conflict of Interest

- 8.15.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.15.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be

enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.16 Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.17 Consideration or Hiring GAIN/GROW Program Participants

8.17.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.17.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.18 Contractor Responsibility and Debarment

8.18.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.18.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three years, and terminate any or all existing Contracts the Contractor may have with the County.

8.18.3 Non-Responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.18.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to

the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

If a Contractor has been barred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.18.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.19 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.20 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.20.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.20.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 10.88.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 524(b).

8.21 Contractor's Charitable Activities Compliance

The Supervision of Trustee and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit J, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with the California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

8.22 County’s Quality Assurance Plan

The County or its agent will evaluate the Contractor’s performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor’s compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.23 Damage to County Facilities Building or Grounds

8.23.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.

8.23.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.24 Employment Eligibility Verification

8.24.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The

Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.24.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.25 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.5, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.26 Fair Labor Standards

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.27 Force Majeure

- 8.27.1 Neither party shall be liable for such party's failure to perform its obligation under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's

subcontractors), freight embargoes, other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.27.2 Notwithstanding the foregoing, default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.27.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.28 Governing Law Jurisdiction and Venue

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.29 Independent Contractor Status

8.29.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.29.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages,

unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.29.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.29.4 As previously instructed in Sub-paragraph 7.5 - Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the "*Contractor Employee Acknowledgment and Confidentiality Agreement*", *Exhibit L*.

8.30 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's/subcontractor's acts and/or omissions arising from and/or relating to this Contract.

8.31 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.31 and 8.32 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.31.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

Joel Villanova, ASM I
Contract Management Division
12900 Crossroads Pkwy S.
City of Industry, California 91746
Email Address: joelvillanova@dpss.lacounty.gov
Fax #: (562) 908-0590

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss,

disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.31.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.31.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.31.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.31.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.31.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.31.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.31.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.31.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and

SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.31.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.31.11 Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.31.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.31.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.31.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.32 Insurance Coverage

- 8.32.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.32.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.32.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.33 Liquidated Damages

8.33.1 If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.33.2 If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head

deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C, Technical Exhibit 1A*, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.33.3 The action noted in Sub-paragraph 8.33.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.33.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.33.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.34 Local Small Business Enterprise Preference Program

This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain,

attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

- a. Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAC of this information prior to responding to a solicitation or accepting a contract award.

8.35 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.36 Nondiscrimination and Affirmative Action

- 8.36.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be

treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- 8.36.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E - *Contractor's EEO Certification*.
- 8.36.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.36.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.36.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.36.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.36 when so requested by the County.
- 8.36.7 If the County finds that any provisions of this Sub-paragraph 8.36 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by

the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.36.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.37 Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

8.38 Notice of Delays

Except as otherwise provided under this Contract, when either party has acknowledged that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.39 Notice of Disputes

The Contractor shall bring to the attention of the County Contract Administrator (CCA) and/or County Contract Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or County Contract Director is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

8.40 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.41 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.42 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, by depositing such envelope in the United States Post Office or substation thereof, or any public mail box. Notices to Contractor shall be addressed to the Contractor at its place of business, as stated in *Exhibit G - Contractor's Administration*. Notices to County shall be addressed to CCA as stated in Exhibit F – County's Administration.

Addresses may be changed by either party giving ten days' prior written notice thereof to the other party. The DPSS Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.43 Ownership of Materials, Software and Copyright

8.43.1 The County shall be sole owner of all rights, titles and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

8.43.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy, and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

8.43.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential,

must be specifically identified by the Contractor to the County's Contract Administrator as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" of "Confidential" on each appropriate page of any document containing such material.

- 8.43.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 8.43.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under sub-paragraph 8.43.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 8.43.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 8.43.6 All the rights and obligations of this sub-paragraph 8.43.4 shall survive the expiration or termination of this Contract.

8.44 Prohibition against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.45 Patent, Copyright & Trade Secret Indemnification

- 8.45.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs, and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

- 8.45.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 8.45.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

8.46 Public Records Act

- 8.46.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraphs 8.2 and 8.48 - Record Retention and Inspection/Audit Settlement of this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.46.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.47 Publicity

8.47.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.47.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.47 shall apply.

8.48 Record Retention and Inspection/Audit Settlement

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.48.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.48.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.48 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.48.3 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.49 Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.50 Rules and Regulations

During the time that the Contractor's employees or agents are at the County facilities or off-site work locations, such persons shall be subject to the rules and regulations of the County facilities. It is the responsibility of

the Contractor to acquaint such persons who are to provide services hereunder with such rules and regulations.

8.51 Subcontracting

- 8.51.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.51.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.51.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.51.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.51.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.51.6 The County Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.51.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising

through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.51.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to CCA as stated in Exhibit F – County's Administration, before any subcontractor employee may perform any work hereunder.

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.20 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.54 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.53 Termination for Convenience

- 8.53.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.53.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.53.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with

Sub-paragraph 8.48, Record Retention & Inspection/Audit Settlement.

8.54 Termination for Default

8.54.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.54.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.54.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.54.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.54.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them,

the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.54.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.54.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.54, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.54, or that the default was excusable under the provisions of Sub-paragraph 8.54.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.54 - Termination for Convenience.
- 8.54.5 The rights and remedies of the County provided in this sub-paragraph 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 Termination for Improper Consideration

- 8.55.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.55.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the CCA manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.55.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.56 Termination for Insolvency

8.56.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.56.2 The rights and remedies of the County provided in this Sub-paragraph 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.57 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.58 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30th, of the last fiscal year for which funds were appropriated. The

County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.59 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.60 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.60 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.61 Warranty Against Contingent Fees

8.61.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.61.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.62 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.63 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.62 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.64 Transitional Job Opportunities Preference Program

8.64.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

8.64.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

8.64.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

8.64.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Sheryl L. Spiller, Director
Department of Public Social Services

Date

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

Date

Contractor: _____

By _____
Signature

Name

Title

By _____
Signature

Name

Title

EXHIBIT A STATEMENT OF WORK

1.0 STATEMENT OF WORK

1.1 Overview

Under the Contract experienced multilingual operators are accessible 24 hours per day to answer anonymous calls regarding suspected welfare fraud crimes. The Contractor shall be required to provide to County appropriate reports of suspected welfare fraud, and have an established system of distributing rewards when authorized and funded by County without compromising the caller's identity.

1.2 Scope of Work

The Contractor shall:

- 1.2.1 Provide all required services as described in this Statement of Work and the Exhibits; and adhere to all requirements imposed on Contractor by this Contract.
- 1.2.2 Provide all, except for those items listed in Subsection 1.4.2 County Furnished Items, personnel, equipment, materials, and other items or services necessary to ensure the performance of the required services.
- 1.2.3 Perform to or exceed the standards outlined in Exhibit B, Technical Exhibit 1, Performance Requirements Summary and Technical Exhibit 1A, Performance Requirements Summary Chart.

1.3 Specific Tasks

The Contractor shall be responsible for completing the following tasks:

1.3.1 Fraud Referral Services

1.3.1.1 Telephone Calls

Provide a toll free telephone line to be used by the public to anonymously report suspected cases of welfare fraud occurring in Los Angeles County. This telephone line is to be adequately staffed by trained operators 24 hours a day, seven days a week.

Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported instances of suspected welfare fraud crimes.

Ensure operators are trained not to divulge any information to callers about a referral other than the fact

EXHIBIT A: STATEMENT OF WORK

that the referral was sent to the DPSS' WFP&I Section. Ensure operators are trained not to mislead callers into believing information they provide will automatically result in a reward since that decision is solely made by a County Reward Review Committee. DPSS and Contractor will work together to develop appropriate telephone protocols.

1.3.1.2 Submission of Fraud Referral Report Forms

Record each call individually on a Fraud Referral Report Form (see Exhibit B, Technical Exhibit 2). These referrals are to be sealed in an envelope and sent to DPSS WFP&I Section **on a flow basis** (at a minimum of once per week) via U.S. Mail or by other licensed mail carriers.

Maintain permanent records showing the dates the initial information was received by Contractor and referrals sent to WFP&I.

1.3.1.3 Abuse/Neglect Allegations

1.3.1.3.1 Child Abuse/Neglect Allegations

Notify the Department of Children and Family Services' (DCFS) Child Abuse Hot Line Section on all suspected welfare fraud calls that also contain allegations of suspected child abuse or neglect.

Due to the serious nature of these referrals, Contractor must telefax them immediately to DCFS by using Fax Numbers 1-213-639-1964. In the event of a telefax machine malfunction, Contractor must telephone DCFS immediately by using the 1-800-540-4000 hot line number. Then Contractor shall send, within 24 hours, a copy of the abuse/neglect referrals to DCFS' Child Abuse Hot Line Section at:

**Department of Children and Family
Services**

Child Abuse Hotline Section
3075 Wilshire Blvd. 5th Floor
Los Angeles, CA. 90010

EXHIBIT A: STATEMENT OF WORK

1.3.1.3. 2 Elder Abuse/Neglect Allegations

Notify The Department of Community and Senior Services (DCSS) Elder Abuse Hotline Section on all suspected welfare fraud calls that also contain allegations of suspected elder abuse or neglect.

Due to the serious nature of these referrals, Contractor must telefax them immediately to DCSS by using Fax Number 1-213-738-6485. In the event of a telefax machine malfunction, Contractor must telephone DCSS immediately by using the 1-800-992-1660 hot line number. Then contractor shall send, within 24 hours, a copy of the abuse/neglect referrals to DCSS' Elder Abuse Hot Line Section at:

Department of Community and Senior Services

Elder Abuse Hotline Section
3175 W. 6th Street
Los Angeles, CA 90020

1.3.1.4 Other Criminal Allegations

Notify, by sending a copy of the referral, the appropriate investigating or regulating agency on suspected welfare fraud calls that also contain allegations pertaining to other crimes not investigated by DPSS. This shall be done in a reasonable period of time from receipt of the report.

1.3.1.5 Copies Distribution

The original referral shall reflect that copies were provided as specified in 1.3.1.2, 1.3.1.3 and 1.3.1.4 above (i.e., date, time, to whom, etc.)

1.3.2 Publicity

Provide an ongoing media public awareness campaign to publicize the existence and purpose of the toll-free fraud telephone line for reporting suspected fraud in the programs administered by the DPSS. Including but not limited to the cash, Food Stamp/CalFresh and/or Child Care programs and to publicize the reward program. Print, electronic or any other form of media communication operating in Los Angeles County may be used.

EXHIBIT A: STATEMENT OF WORK

NOTE: County is aware there is/shall be complete autonomy between DPSS' fraud hot line program and the Contractor's fraud hot line program. This autonomy shall also preclude any reference to the other's program in any and all media campaigns and literature.

1.3.3 Reward Services

County's Reward Review Committee will periodically meet to make determinations on the eligibility of informants to receive a maximum of \$100 reward for the fraud information reported to Contractor.

1.3.3.1 Reward Review Committee will provide to Contractor a list of informants they have identified and authorized as eligible to receive rewards, utilizing the Reward Authorization Form (see Exhibit B, Technical Exhibit 4).

1.3.3.2 Contractor shall invoice County to pay rewards, utilizing the Reward Invoice (see Exhibit B, Technical Exhibit 9). Reward monies will be taken from the Reward Fund, which shall be held by County to reward both County's and Contractor's informants.

1.3.3.3 Upon receipt of the Reward Authorization Form and the reward funds, Contractor shall record receipt of the funds and distribute rewards to informants within ten (10) working days of receipt of funds.

1.3.3.4 Contractor shall maintain a record of reward payments that will include the informant's identification and date payment was made.

1.3.4 Reports

1.3.4.1 Monthly Fraud Referral Report (see Exhibit B, Technical Exhibit 5).

Provide monthly statistical count on the number of welfare fraud informant calls referred to DPSS during the report month, and the number who requested rewards.

1.3.4.2 Monthly Fraud Referral Volume Report (see Exhibit B, Technical Exhibit 7).

Provide monthly listing by suspect name and date sent to DPSS, all fraud referral reports sent to DPSS during the report month.

EXHIBIT A: STATEMENT OF WORK

1.3.4.3 Welfare Fraud Reward Program Publicity Report (see Exhibit B, Technical Exhibit 6).

Provide a narrative report describing the advertising done during the report month.

1.3.4.4 Telephone Line Certification

Provide a copy of monthly telephone bill to certify that the toll-free fraud reporting line was in operation as required in Section 1.3.1 above.

1.3.4.5 Due Dates for Required Reports

All reports described in 1.3.4.1 through 1.3.4.4 above shall be due by the 10th calendar day after the end of the month in which services were provided. Reports will be with and attached to Contractor's Basic Monthly Charge Invoice (see Exhibit B, Technical Exhibit 8).

1.3.4.6 Revisions to Required Reports

DPSS may provide Contractor with formats for any of the above required reports should any be revised subsequent to implementation of this contract. Statistical information necessary to complete the reports may be revised by DPSS at any time.

1.4 Responsibilities

The following identifies the responsibilities of the County and the Contractor personnel.

1.4.1 County Personnel

The County will designate one (1) person who will act as the County Contract Director (CCD) for the County on all policy, procedures, requirements, performance and information pertaining to the Contract. Specifically, the CCD or alternate shall:

- a. Have full authority to monitor the Contractor's performance in the daily operation of this Contract.
- b. Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- c. Negotiate with the Contractor on changes in service requirements pursuant to Sample Contract Section 8,

EXHIBIT A: STATEMENT OF WORK

Standard Terms and Conditions, Change Notices and Amendments, Subparagraph 8.5

- d. Not be authorized to make any changes in the Standard Terms and Conditions of the Contract and is not authorized to obligate the County in any way whatsoever.
- e. Be a staff person from Los Angeles County Department of Public Social Services.

The County will inform the Contractor of the name, address and telephone number of the CCD, in writing, at the time the Contract is awarded, and at anytime thereafter when a change of the CCD is made.

1.4.2 County Furnished Items

1.4.2.1 Reward Fund

County will provide the Contractor with funds from the Reward Fund to reward those informants designated by the Reward Review Committee as eligible to a maximum \$100 reward.

1.4.2.2 Report Format

County will provide the Contractor with guidance in developing the format for all required report forms. The Contractor will use his own crime report form as the Fraud Referral Report form after DPSS revisions are included for additional details, e.g. welfare case number, Social Security number, etc.

Proposer should provide a copy of the proposed form in its proposal. Contractor shall allow future revisions to these forms for any additional information requested by DPSS which will assist in the identification of DPSS case records and/or in the fraud investigations.

1.4.2.3 Materials

County will provide the Contractor with a list of County-observed holidays.

1.4.3 Contractor Personnel

The Contractor shall provide a Contractor Project Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contractor must identify and provide a resume of the individual hired as Contractor Project

EXHIBIT A: STATEMENT OF WORK

Manager no later than 15 days prior to the Contract start date. The Contractor Project Manager and alternate shall be identified, in writing, prior to Contract award and at any time thereafter a change of Project Manager or alternate is made. The Contractor Project Manager, or his/her alternate, shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
- b. Be available between 8:00 a.m. and 5:00 p.m. Monday through Friday except County holidays.
- c. Ensure telephone operators are properly trained in handling the referral calls.
- d. Be able to read, write, speak and understand English.

1.4.4 Contractor Furnished Items

All personnel, training sites, materials and equipment needed by the Contractor shall be subject to County approval; such approval shall not be unreasonably withheld.

1.4.4.1 Personnel

Furnish administrative, supervisory personnel to ensure performance of all services required by this Statement of Work and adhere to all requirements imposed on Contractor by this Contract.

Furnish sufficient multilingual staff to operate the toll-free fraud telephone line.

1.4.4.2 Equipment/Supplies

The Contractor shall provide training materials for Contractor's staff, supplies, and support equipment (e.g., personal computers, facsimile machines, photocopy machines) necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the Contract.

1.4.4.3 Materials

The Contractor shall provide sufficient materials in the languages specified by County to adequately publicize the fraud telephone hot line.

EXHIBIT A: STATEMENT OF WORK

1.4.5 Quality Control

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract. The Plan shall be included in the proposal and revisions submitted to the CCA on the Contract start date, with revisions submitted as changes occur. The plan shall include, but not be limited to, the following:

- 1.4.5.1 A method for assuring that professional staff rendering services under this Contract have necessary college degrees and/or qualifying experience.
- 1.4.5.2 An in-house performance monitoring method to ensure that Contract requirements are being met. This monitoring method must include the following:
 - a. Specific activities to be monitored,
 - b. Methods of monitoring to be used,
 - c. Frequency of monitoring,
 - d. Samples of forms to be used in monitoring
- 1.4.5.3 A method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.
- 1.4.5.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- 1.4.5.5 The method of continuing to provide services to the County in the event of a strike of the Contractor's employees.

1.4.6 County's Quality Assurance Plan

DPSS shall monitor the Contractor's performance under this Contract using the quality assurance procedures as defined:

- 1.4.6.1 The CCA reviews all materials received on an ongoing monthly basis.
- 1.4.6.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contractor Project Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy

EXHIBIT A: STATEMENT OF WORK

Report (Exhibit B, Technical Exhibit 3) is issued, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

1.4.6.3 The CCA prepares the action items summary from the Performance Evaluation Meeting. The Contractor Project Manager and the CCA sign this summary. Should the Contractor Project Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the summary. This statement shall be attached to the CCA's summary and be a part thereof.

1.4.6.4 The Contractor's failure to respond shall result in the acceptance of the action items summary as written. If any dispute is still unresolved, the decision of the CCA will be final.

1.4.6.5 Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

1.5 Green Initiatives

1.5.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

1.5.2 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits. Contractor shall notify the CCA of Contractor's new green initiatives prior to the contract commencement.

1.6 Performance Requirements Summary

All listings of services used in the Performance Requirements Summary (PRS) (Exhibit B, Technical Exhibit 1) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons

EXHIBIT A: STATEMENT OF WORK

for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

Reduce payment to Contractor by a computed amount based on the penalty fees(s) in the PRS.

Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.53, Termination for Convenience of the County.

EXHIBIT B

TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 1: PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1. INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant in any case to create, extend, revise or expand any obligation of Contractor beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on Contractor and will not be the basis for penalties.

The County expects a high standard of Contractor performance for the required service. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from the acceptable Standard occurs. However, it is the Contractor's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

2. PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses a penalty amount or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).
5. Indicates the penalties/fees to be assessed for exceeding the AQL for each listed required service (Column 5 of chart). These may serve as the baseline for assessing liquidated damages.

3. QUALITY ASSURANCE

Each month Contractor performance will be compared to the contract standards and Acceptable Quality Levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;
2. Random Sampling of items such as reports, invoices, etc. For random sample tables/methods to be used by County, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the Contractor;
4. On-site evaluations; and
5. Complaints

4. MEASURABLE OUTCOMES

CONTRACTOR shall provide services that address, but are not limited to, the following measurable indicators:

- Number of welfare fraud referrals received
- Number of child protective services referrals made
- Number of elder abuse referrals made
- Number of informants requesting rewards
- Number of reward payments made

5. PERFORMANCE MEASURES

1. The Contractor shall demonstrate in writing how the direct services impact the measurable outcome, upon the County's request.
2. The Contractor shall maintain the following documents that reflect the benchmarks are being met:
 - Required statistical reports related to the provided services.
 - Required documents such as telephone bills, bills for advertising, etc. related to the provided services.
 - Permanent records showing the dates the initial information was received by Contractor and referral sent to WFP&I.
 - Record of reward payment that will include the informant's identification and date reward payment was made.

6. CONTRACT DISCREPANCY REPORT (CDR)

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The Contract Manager shall resolve the problem within a time period mutually agreed upon by the CCA and the Contractor.

The CCA will determine whether a formal Contract Discrepancy Report (CDR) shall be issued (Exhibit B, Technical Exhibit 3, Contract Discrepancy Report). If a CDR is necessary, it is issued via email, telefax or mail to the Contract Manager.

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 3 to the Contractor's Contract Manager. Upon receipt of the CDR, the Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all discrepancies identified in the Contract Discrepancy Report and for prevention of future discrepancies shall be submitted within ten (10) business days.

The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed.

7. CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE - RANDOM SAMPLING

Determine the number of defects that renders a service unsatisfactory as follows:

1. Select a sample at random so that it will be representative of the entire population.
2. Compare the sample to the Standard, and the conclusions are made about Contractor performance for the whole group.
3. The random sampling plan includes the following information:

**Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

Lot Size - The total number of unit or services to be provided;

Sample Size - The number of units to be checked in a given time period; and
Acceptance/Rejection Numbers - the numbers which indicate whether the lot is acceptable or unacceptable.

**The AQL for each sample is taken from the PRS. The lot size is determined by how often the Contractor will provide a service during the month. To*

ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

8. REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), Contractor must, within ten (10) workdays, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

9. UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor performance does not conform with the requirements of this Contract, County shall have the option to apply the following nonperformance remedies:

1. Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to Contractor by a computed amount based on the penalty fee(s) in the PRS Chart.
3. Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) workdays shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice. This section does not preclude County's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 5.55, Termination for Convenience of County.

PERFORMANCE REQUIREMENTS SUMMARY CHART

CES	STANDARDS	DEGREE OF DEVIATION (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES
4-hour, 7-day per the public to report occurring in Los	Ensure telephone equipment and service are available to meet the terms of this contract.	NONE	Telephone bills Inspection and Observation User Complaint	2% of CONTRACTOR's monthly flat fee
1.3.1.1				
1.3.2	Ensure ongoing media campaign using print, electronic or any other form of media communication operational in Los Angeles County.	NONE	Copies of Brochures Advertising bills Inspection & Observation	2% of CONTRACTOR's monthly flat fee
1.3.1.1 Specific	Provide trained multilingual operators experienced in questioning callers to elicit sufficient details of reported suspected welfare fraud.	NONE	On-Site Observation User Complaint	2% of CONTRACTOR's monthly flat fee
and alternate are and provide qualified replacements within 15 calendar days of vacancy. Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.	Provide Contract Project Manager and alternate Agreements for all date.	2 Calendar Days	100% Inspection On-Site Observation User Complaint	2% of CONTRACTOR's monthly flat fee
Records obtained from All Contractor employees have Confidentiality Agreements on file prior to the employee's start		NONE	Random Sampling On-Site Review	\$100 per occurrence
ts and payment of Contractor shall establish a system of distributing anonymous rewards without compromising the informant's identity.		NONE	On-Site Review User Complaint	\$100 per occurrence
1.1 Overview Rights Resolution and as specifically Ensures the terms of the Civil Rights Resolution Agreement are met.		NONE	On-Site Review User Complaint	\$500 per occurrence
itions, Rights Laws verage to the CCA daily during the term n monitoring visit.	Ensures that all insurance policies are current and meet insurance requirements.	NONE	100% Review	2% of CONTRACTOR's monthly flat fee

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION (AQL)	METHODS OF MONITORING	LIQUIDATED DAMAGES	Provide accurate and complete invoices in a timely manner, as requested by County.	Contract, Contract Sum , Section 5.0, Contract Payment, Sub-Section 5.5	Provide accurate and complete Fraud Referral Report Forms in a timely manner, as requested by County.	Exhibit A, Statement of Work, Section 1.3, Specific Tasks	Submit Child Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the County.	Exhibit A, Statement of Work Section 1.3.1.3.1. Child Abuse/Neglect Allegations	Submit Elder Abuse/Neglect Allegations to the appropriate agency in timely manner, as requested by the COUNTY.	Exhibit A, Statement of Work Section 1.3.1.3.2 Elder Abuse/Neglect Allegations	Submit Other Criminal Allegations to the appropriate agency in timely manner, as requested by the County.	Exhibit A, Statement of Work Section 1.3.1.3.3 Other Criminal Allegations	Develop a Quality Control Plan. Maintain a quality control system.	Exhibit A, Statement of Work Section 1.4, Quality Control Plan, Sub-section 1.4. 5
					All accurate and complete invoices are submitted within 15 calendar days after the service month.	Two (2) Business Days	100% Review of Invoices	Review of MMR	\$100 per occurrence	NONE	Random Sampling Inspection & Observation	User Complaint	100% Review of Reports	Review of MMR	Two (2) Business Days	100% Review of Invoices
					Contractor shall record each call individually on the Fraud Referral Report Form. These forms are to be forwarded to DPSS WFP&I in a timely manner as required by County.	Two (2) Business Days	100% Review of Reports	Review of MMR	\$100 per occurrence	NONE	Random Sampling Inspection & Observation	User Complaint	100% Review of Reports	Review of MMR	Two (2) Business Days	100% Review of Invoices
					Contractor shall immediately notify, by fax or telephone, the Department of Children and Family Services (DCFS) Child Abuse Hot Line Section of all suspected welfare fraud calls that also contain allegations of suspected child abuse/neglect. In addition, a hard copy of the referral must be sent by mail to DCFS within 24-hours.	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence
					Contractor shall notify the appropriate investigative calls that also contain allegations of crimes not investigated by DPSS. This shall be done by mail within one business day of receipt of report.	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence
					Contractor develops and complies with the County approved Quality Control Plan.	NONE	Review of QC Plan and Compliance with the Plan	Compliance with the Plan and Compliance with the Plan	2% of CONTRACTOR'S monthly flat fee	Contractor develops and complies with the County approved Quality Control Plan.	Review of QC Plan and Compliance with the Plan	Compliance with the Plan and Compliance with the Plan	2% of CONTRACTOR'S monthly flat fee	Contractor develops and complies with the County approved Quality Control Plan.	Review of QC Plan and Compliance with the Plan	Compliance with the Plan and Compliance with the Plan
					Contractor shall immediately notify, by fax or mail to DCFS within 24-hours.	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	NONE	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence	Random Sampling Inspection & Observation	User Complaint	\$100 per occurrence

TECHNICAL EXHIBIT 2
FRAUD REFERRAL REPORT
(SAMPLE TO BE PROVIDED BY THE PROPOSER)

TECHNICAL EXHIBIT 3

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

TECHNICAL EXHIBIT 4

REWARD AUTHORIZATION FORM

INFORMANT DATA

Identification Number	Referral Date	Case Name	Case Number	Authorization Date	Authorized Amount
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REWARD AUTHORIZATION

Reward Review Committee Authorized Signature Date

DPPS FINANCE DIVISION USE ONLY

Invoice Number	Invoice Date	Paid Amount	Paid Date
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TECHNICAL EXHIBIT 5

(CONTRACTOR LETTER HEAD)

To: Director/County Contract Administrator
Welfare Fraud Prevention & Investigations Section
12000 S. Hawthorne Blvd
Hawthorne, CA. 90250

WELFARE FRAUD REWARD PROGRAM

MONTHLY FRAUD REFERRAL REPORT

	REPORT MONTH <u>(Month/Year)</u>	Cumulative From <u>April 1, 2013</u>
Number of Referrals Sent to WFP&I:	<u>#</u>	<u>#</u>
Number of Referrals Requesting Rewards	<u>#</u>	<u>#</u>
Number of Referrals to DCFS (Child Abuse)	<u>#</u>	<u>#</u>
Number of Referrals to DCSS(Elder Abuse)	<u>#</u>	<u>#</u>

Attached is the report providing a description of the Contractor's Welfare Fraud Reward Program publicity efforts for this report month (type and number of Media Advertisements generated during report month.)

(Authorized Signature)

(Title)

Attachment

TECHNICAL EXHIBIT 6

SAMPLE

WELFARE FRAUD REWARD PROGRAM PUBLICITY REPORT

MONTH/YEAR

1. Welfare Fraud Posters, Brochures and stickers distributed to cities in Los Angeles County.
2. Continued television coverage of Welfare Fraud Public Service Announcements on (List Television Stations) in Los Angeles.

Number of announcements during report month: _____

3. Continued radio coverage of Welfare Fraud Public Service Announcements on: (List radio stations) in Los Angeles County.

Number of announcements during report month: _____

4. Other Advertisements (specify)

For further information contact:

**WELFARE FRAUD REWARD PROGRAM
MONTHLY FRAUD REFERRAL VOLUME REPORT
(MONTH/YEAR)**

[illegible]

TECHNICAL EXHIBIT 8
BASIC MONTHLY CHARGE INVOICE

(SAMPLE TO BE PROVIDED BY THE PROPOSER)

TECHNICAL EXHIBIT 9

REWARD INVOICE

(SAMPLE TO BE PROVIDED BY THE PROPOSER)

EXHIBIT C

**REQUIRED BID SHEET
ANONYMOUS WELFARE REFERRALS AND REWARD SERVICES
FORM OF BID TO BE SUBMITTED BY OFFEROR**

The undersigned offers to furnish all personnel, labor and materials, equipment and site(s) necessary for the provision of Anonymous Fraud Referral and Reward Services. The bid includes any sales tax, if applicable. Said work shall be done for the period prescribed and in the manner set forth in Statement of Work.

I agree to provide the specified services for Los Angeles County Department of Public Social Services at the firm fixed unit costs listed below.

FIRM FIXED PRICE PER MONTH FOR TERM OF CONTRACT: \$ _____

This bid shall remain firm for one year following the last day to accept proposals.

I declare that the computations used to arrive at the cost for Anonymous Fraud Referral and Reward Services as set forth on the attached Budget Sheet, page 2 of this Attachment.

Signature of Authorized Agent

Date

Typed Name of Authorized Agent

Firm Name

Firm Address

EXHIBIT C

**BUDGET SHEET
ANONYMOUS WELFARE FRAUD REFERRALS AND REWARD SERVICES**

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			

Total Salaries and Wages \$ _____

***FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____

Total Benefits \$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Payroll Taxes \$ _____

-----Insurance

(List Type/Coverage. See Contract, Sub-paragraph 8.32, Insurance Coverage Requirements)

General Liability \$ _____

Auto Liability \$ _____

Workers' Compensation \$ _____

Vehicles \$ _____

Supplies \$ _____

Services \$ _____

Office Equipment \$ _____

Telephone/Utilities \$ _____

Other (please continue to list) \$ _____

Total Insurance/Misc. S & S \$ _____

TOTAL DIRECT COSTS \$ _____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping \$ _____

Management Overhead (Specify) \$ _____

Other (Specify) \$ _____

TOTAL INDIRECT COSTS \$ _____

EXHIBIT C

TOTAL DIRECT AND INDIRECT COST \$ _____

TOTAL START-UP COST* \$ _____

PROFIT (Please enter percentage : _____%) \$ _____

TOTAL CONTRACT COST (for three years) \$ _____

TOTAL MONTHLY COSTS \$ _____

EXHIBIT C

REQUIRED LINE ITEM BUDGET NARRATIVE ANONYMOUS WELFARE REFERRALS AND REWARD SERVICES

Proposers are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

EMPLOYEE BENEFITS
SUBSTANCE ABUSE/MENTAL HEALTH AWARENESS TRAINING SERVICES

MEDICAL INSURANCE/HEALTH PLAN

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

Annual Deductible:

Employee \$ _____

Family \$ _____

Coverage (☐):

____ Hospital Care (Inpatient ____ Out Patient ____)

____ X-Ray & Laboratory

____ Surgery

____ Office Visits

____ Pharmacy

____ Maternity

____ Mental Health/Chemical Dependency, Inpatient

____ Mental Health/Chemical Dependency, Outpatient

DENTAL INSURANCE

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

LIFE INSURANCE

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

VACATION

Number of Days _____, And

Any Increase after _____ Years of Employment, Number of Days or Hours

SICK LEAVE

Number of Days _____ Per Year, And

Any Increase or Accumulation, Number of Days or Hours

HOLIDAYS

Number of Days _____ Per Year

RETIREMENT

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

EXHIBIT D



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2012)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2012 are less than \$50,270 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2013.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2012 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2012 and owes no tax but is eligible for a credit of \$800, he or she must file a 2012 tax return to get the \$800 refund.

EXHIBIT E
CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Contractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Contractor has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Contractor periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

EEO CERTIFICATION

EXHIBIT F
COUNTY'S ADMINISTRATION

CONTRACT NO.: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

EXHIBIT G
CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S AGENCY'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S OFFICIAL AUTHORIZED TO SIGN CONTRACT AND BIND CONTRACTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address _____

**TITLE 2 ADMINISTRATION CHAPTERS 2.203.010 THROUGH 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE**

2.203.010 Findings.

The Board of Supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or
 - 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

**TITLE 2 ADMINISTRATION CHAPTER 2.203.010 THROUGH 2.203.090 CONTRACTOR
EMPLOYEE JURY SERVICE ORDINANCE**

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means forty (40) hours or more worked per week or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than forty (40) hours per week.

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees' deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**TITLE 2 ADMINISTRATION CHAPTER 2.203.010 THROUGH 2.203.090 CONTRACTOR
EMPLOYEE JURY SERVICE ORDINANCE**

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

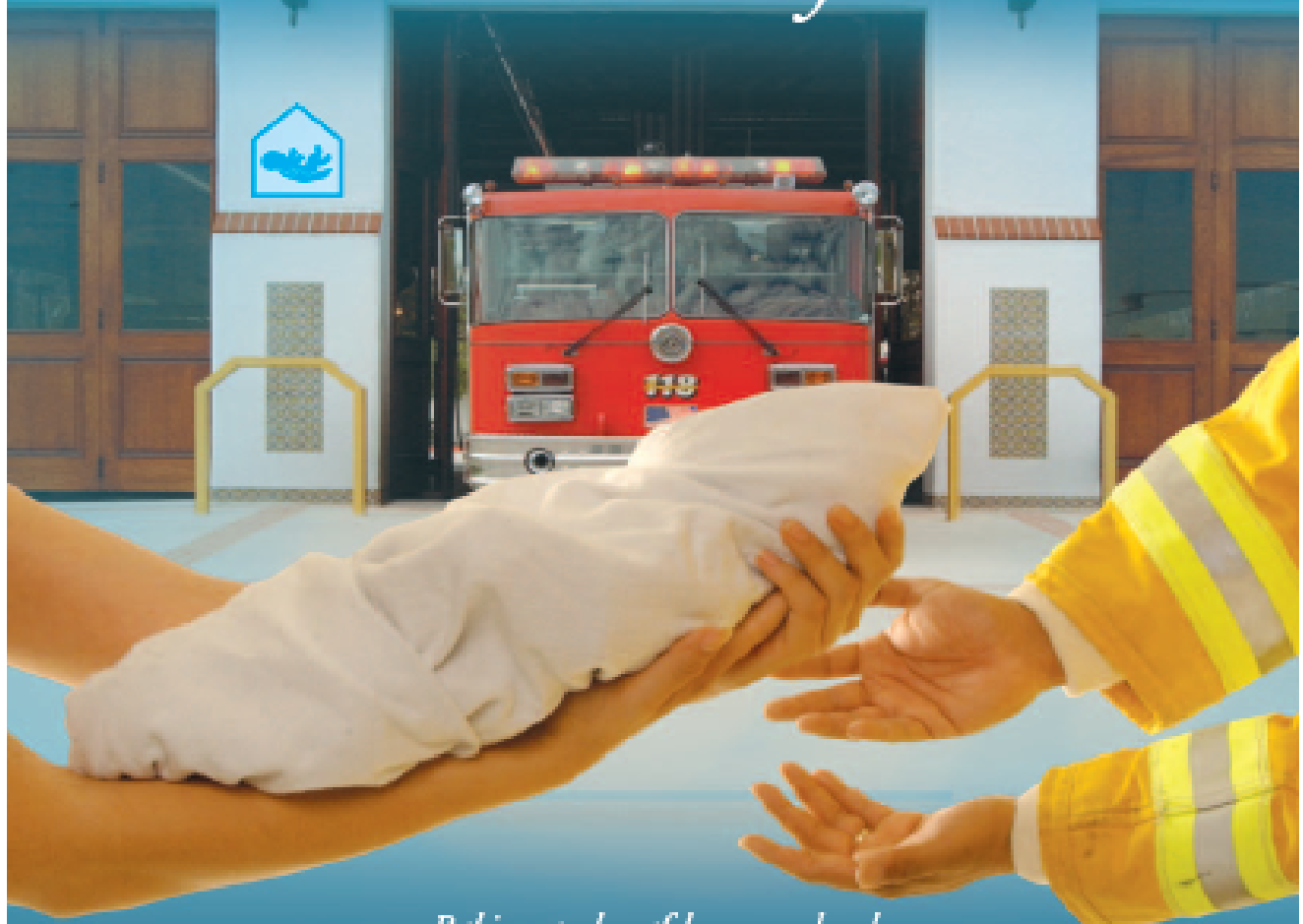
EXHIBIT I

Safely Surrendered Baby Law

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-8723
www.baby-safe.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4088.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public restrooms. These parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby, this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The aunt was also provided with a medical questionnaire and said she would leave the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafe-la.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-322-8723
www.baby-safe.org

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores sociales brindarán ayuda para poder recuperarlo. El bebé llevará un brazalete y el padre/madre o el adulto que lo entrega recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambian de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. En ese punto deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4008.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen *custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir antecedentes médicos importantes, que resulten de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden ir en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, humillados o muertos por sus padres. Una vez probablemente haya escuchado historias trágicas sobre bebés abandonados en basuras o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber sentido su embarazo, por temor a lo que pasaría si sus familias se enteraban. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Huber-UCLA Medical Center. La mujer que llevó al recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé, esto servía como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



EXHIBIT J
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Bidder or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Bidder or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT K

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____

Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Contract Administrator.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

EXHIBIT K

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT L
CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name: _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT M

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

- 2.206.010 Findings and declarations.
- 2.206.020 Definitions.
- 2.206.030 Applicability.
- 2.206.040 Required solicitation and contract language.
- 2.206.050 Administration and compliance certification.
- 2.206.060 Exclusions/Exemptions.
- 2.206.070 Enforcement and remedies.
- 2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT M

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 - 1. Chief Executive Office delegated authority agreements under \$50,000;
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 - 3. A purchase made through a state or federal contract;
 - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 - 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 - 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;

EXHIBIT M

Title 2 ADMINISTRATION Chapter 2.206 DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 3 of 3

11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

EXHIBIT N

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____